

REC
TF

07-28-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings: 000 6:30:00
To the Honorable Commissioner of Patents



Documents or copy thereof

101416552

ing party(ies):

1. Name of conveying party(ies):

Gloss.Com, INC.

Name: BLUE ACQUISITION LLC

Internal Address:

Street Address: 1550 BRYANT STREET

City: SAN FRANCISCO State: CA ZIP: 94103

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: MAY 23, 2000

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other LIMITED LIABILITY CO

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/731,752

GLOSS.COM

B. Trademark registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LESLEY A. MORADIAN

Internal Address: ESTEE LAUDER
LEGAL DEPT - 42ND FL

Street Address: 767 FIFTH AVE

City: New York State: NY ZIP: 10153

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

05-1315

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JASON M. CORRIGAN
Name of Person Signing

Jason M. Corrigan
Signature

6/30/00
Date

Total number of pages comprising cover sheet: 1

Old No. 0851-0011 (exp. 4/94)

07/27/2000 NTHA11 00000303 051315 75731752

Do not detach this portion

01 FC: 484 documents 40,000 provided with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT ("Agreement"), made as of this 23rd day of May, 2000 by and between Gloss.com, Inc., a Delaware corporation ("Seller"), and Blue Acquisition LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller is the owner of the trademarks, service marks and domain names set forth in Attachment A, all common law rights relating thereto, and all registrations and applications relating thereto (hereinafter the "Trademarks"), and the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, Buyer, The Estée Lauder Companies, Inc. and Seller have entered into an Asset Purchase Agreement, dated as of April 7, 2000, pursuant to which Seller agreed to transfer and assign the Trademarks to Buyer; and

WHEREAS, Seller is desirous of transferring and assigning to Buyer, and Buyer is desirous of acquiring, the Trademarks.

NOW, THEREFORE, effective as of the date hereof, by this document, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, and transfer to Buyer, and its successors and assigns, the entire right, title and interest in and to the Trademarks and (i) all applications and registrations which have been or may be filed or issued in respect thereto and any renewals thereof, (ii) all goodwill symbolized by and associated with the business conducted under the Trademarks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the Trademarks or other rights transferred and assigned to Buyer under this Agreement, and (v) all rights corresponding to the foregoing throughout the world.

In order to effect the transfer of the internet domain names set forth in Attachment A hereto (the "Domains"), Seller shall, at its expense, submit all appropriate forms to Network Solutions, Inc., or any other domain name registrar through which it acquired any or all of the Domains, and execute such other forms or documents as may be reasonably necessary to transfer such Domains to Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Domain Name Assignment Agreement to be duly executed by its authorized officer as of April 28, 2000.

GLOSS.COM, INC.

By: Michael Hananel

Name: Michael Hananel

Title: Chief Operating Officer

STATE OF _____:
COUNTY OF _____,

*See Attached All purpose
Acknowledgment*

On this _____ day of _____, 2000, before me, a Notary Public in and for the County of _____ in the State of _____, personally appeared Michael Hananel to me known to be the Chief Operating Officer of Gloss.com, Inc. and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Jurisdiction</u>
GLOSS.COM	75/731,752	United States
GLOSS.COM	1033183	Canada
GLOSS.COM	11-98376	Japan
GLOSS.COM	1356633	European Community

Domain Names

gloss.com
 glosshome.com
 homegloss.com
 glossbaby.com
 babygloss.com
 glossgirl.com
 girlgloss.com
 glossguy.com
 guygloss.com
 glossgift.com
 giftgloss.com
 glossteen.com
 glossteens.com
 teengloss.com
 glossgifts.com
 glosszine.com
 insidegloss.com
 askmsgloss.com
 msgloss.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

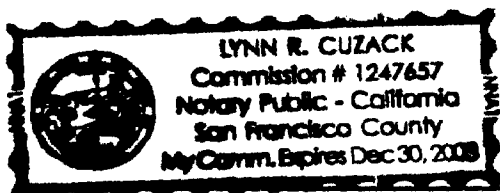
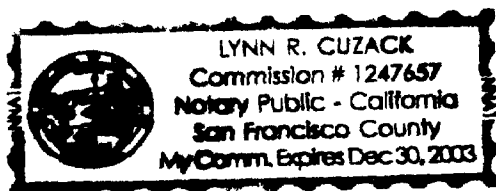
State of CALIFORNIA

County of SAN FRANCISCO

On April 28, 2000 before me, Lynn R. Cuzack, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Michael Hananel
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lynn R. Cuzack
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark & Domain Name Assignment

Document Date: Agreement "Gloss. Com, Inc." Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Hananel

- ☐ Individual
☒ Corporate Officer
Title(s): C.O.O.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here